

PIG'S EYE LANDFILL RECORDS COMPILATIONS DONALD KRUPENNY - KRUPENNY & SONS

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DATE	AUTHOR :	RECIPIENT	TITLE	SUMMARY	PRPS
05/31/62	COSTPA		COSTPA COUNSEL RESOLUTION	AN COSTPA COUNSEL RESOLUTION IN WHICH THE OFFICERS OF COSTPA AUTHORIZE DONKRU TO DEPOSIT REFUSE AT PIG'S EYE FOR \$120 FROM 04/01/62 TO 03/31/63.	COSTPA, DONKRU
04/01/62	COSTPA (PERMITOR)	DONKRU (PERMITEE)	AGREEMENT BETWEEN COSTPA AND DONKRU	AN AGREEMENT IN WHICH COSTPA PERMITS DONKRU TO DEPOSIT REFUSE AT PIG'S EYE FOR \$120 DURING THE TIME FRAME OF 04/01/62 TO 03/31/63.	COSTPA, DONKRU
04/01/63	COSTPA (PERMITOR)	DONKRU (PERMITEE)	AGREEMENT BETWEEN COSTPA AND DONKRU	AN AGREEMENT IN WHICH COSTPA PERMITS DONKRU TO DEPOSIT RUBBISH AT PIG'S EYE FOR \$300 FROM 04/01/63 TO 12/31/63.	COSTPA, DONKRU
10/24/63	CLYDE A. TESTER, SUPT. OF SANITATION, COSTPA	WILLIAM REID	LETTER'S REGARDING CONTRACT TERMINATION	THREE LETTERS, ONE ADDRESSED TO WIREID AND TWO ADDRESSED TO DONKRU IN WHICH THEY STATE THAT AGREEMENTS TO DEPOSIT RUBBISH TO PIG'S EYE WILL BE TERMINATED.	COSTPA, WJREID, DONKRU
01/24/91	DONKRU	MPCA .	DONKRU'S INFORMATION REQUEST RESPONSE	DONKRU'S RESPONSE TO MPCA'S 01/09/91 REQUEST FOR INFORMATION. THE DOCUMENT STATES THAT DONKRU HAULED TO PIG'S EYE 1956 - 1972, AND STATES THEY NEVER HAULED HAZARDOUS WASTE TO PIG'S EYE. THE RESPONSE STATES THAT DOES NOT HAVE A LIST OF PAST CUSTOMERS AND DOES NOT KNOW OF ANY OTHER HAULERS WHO COULD HAVE DUMPED AT PIG'S EYE.	DONKRU
	05/31/62 04/01/62 04/01/63	05/31/62 COSTPA 04/01/62 COSTPA (PERMITOR) 04/01/63 COSTPA (PERMITOR) 10/24/63 CLYDE A. TESTER, SUPT. OF SANITATION, COSTPA	05/31/62 COSTPA 04/01/62 COSTPA (PERMITOR) DONKRU (PERMITEE) 04/01/63 COSTPA (PERMITOR) DONKRU (PERMITEE) 10/24/63 CLYDE A. TESTER, SUPT. OF SANITATION, COSTPA	05/31/62 COSTPA (PERMITOR) DONKRU (PERMITEE) AGREEMENT BETWEEN COSTPA AND DONKRU 04/01/63 COSTPA (PERMITOR) DONKRU (PERMITEE) AGREEMENT BETWEEN COSTPA AND DONKRU 10/24/63 CLYDE A. TESTER, SUPT. OF SANITATION, COSTPA 01/24/91 DONKRU MPCA DONKRU'S INFORMATION	COSTPA COUNSEL RESOLUTION COSTPA COUNSEL RESOLUTION COSTPA COUNSEL RESOLUTION COSTPA COUNSEL RESOLUTION IN WHICH THE OFFICERS OF COSTPA AUTHORIZED DOWNKU TO DEPOSIT REFUSE AT PIGS EYE FOR \$120 FROM 04/01/62 TO 03/31/63. COSTPA (PERMITOR) AM AGREEMENT IN WHICH COSTPA PERMITS COSTPA (PERMITS IN COUNTRY IN WHICH COSTPA PERMITS COSTPA (PERMITS I

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DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
02241				NOTES ON HAULER AGREEMENT	HANDWRITTEN NOTES WHICH LIST OF HAULERS UNDER THE HEADING "HAULERS AGREEMENT". THE FOLLOWING HAULERS ARE LISTED: POORRI, LEOLUT, WJREID, MCKBRO, JARUSE, JOEPLA, DONKRU.	POORRI, LEOLUT, WJREID, MCKBRO, JARUSE, JOEPLA, DONKRU

QUADPOPLICASE TO DEPARTMENT

Mr. President, Vavoulis

CITY OF ST. PAUL OFFICE OF THE CITY CLERK COUNCIL RESOLUTION—GENERAL FORM

00075 COUNCIL NO. 207452

PRESENTED BY

DATE

RESOLVED. That the proper City officers are heraby authorized to enter into an agreement, for the period from April 1, 1962 through March 31, 1963, with Donald Krupenny, allowing him to deposit refuse collected by him in carrying out his business, at the Sanitary Landfill Area located at Pigs Eye Lake, for a total consideration of \$120.00.

Council File No. 207452 — By Milton Rosen—
Resolved. That the proper City officers are hereby authorized to enter into an agreement, for the period from April 1, 1962 through March 31, 1963, with Donald Krupenny, allowing him to deposit refuse collected by him in carrying out his business, at the Sanitary Landfill Area located at Pigs Eye Lake, for a total consideration of \$120.00.

Adopted by the Council May 31, 1962.
Approved May 31, 1962.
(June 2, 1962)

		MAY 3 1 1962
COUNCILMEN		Adopted by the Council19
Yeas Nays DeCourcy Holland		Approved1902
Loss Mortinson Poterson Rosen	In Favor	Mayor

AGREEMENT

THIS AGREEMENT, made and entered into this / day of will , 1962, by and between Donald Krupenny.

705 Dayton Avenue, Saint Paul, Minnesota, party of the first part, and the City of Saint Paul, Minnesota, a municipal corporation, party of the second part, WITNESSETH:

That in consideration of the sum of One Hundred and Twenty Dollars (\$120.00) paid by the party of the first part to the party of the second part, the party of the second part authorizes and permits the party of the first part to deposit at the Sanitary Landfill Area of the party of the second part, which land fill area is located at Pigs Eye Lake, refuse collected by the party of the first part in carrying out the business of the party of the first part of collecting rubbish at several locations outside the city limits of the City of Saint Paul, said locations to be listed with the Bureau of Sanitation.

The party of the first part agrees to pay the party of the second part the aforesaid sum of One Hundred and Twenty Dollars (\$120.00) representative of payment due for the period of this agreement, on or before the / A day of July, 1962.

It is agreed by and between the parties hereto that the term of this agreement shall be for the period from April 1, 1962 through March 31, 1963.

It is further agreed by the party of the first part that said party of the first part shall comply with ordinances of the City of Saint Paul pertaining to deposit of refuse at the Sanitary Landfill Area of the party of the second part.

It is further agreed that this contract may be

terminated by either party upon thirty days' notice in writing

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

In presence of:

DONALD KRUPENNY

Margaret C. Thought

A Party of the First Part

In presence of:

CITY OF SAINT PAUL

Down to William

Commissioner of Public Works

Countersigned:

In motorfield

Form approved;

Asst. Corporation Counsel

Approved as to form and execution

this 13 th day of June, 1962.

Asst. Corporation Counsel

Party of the Second Part

AGREEMENT

THIS AGREEMENT, made and entered into this latiday of April, 1963, by and between DONALD KRUPENNY, 705 Dayton Avenue, Saint Paul, Minnesota, party of the first part, and the CITY OF SAINT PAUL, a: Minnesota municipal corporation, party of the second part,

WITNESSETH

That, in consideration of the sum of Three Hundred Dollars (\$300.00) paid by the party of the first part to the party of the second part, the party of the second part, the party of the second part authorizes and permits the party of the first part to deposit at the Sanitary Land-Fill Area of the party of the second part, which land fill area is located at Pigs Eye Lake, refuse collected by the party of the first part in carrying out the business of the party of the first part in carrying out the business of the party of the first part of collecting rubbish at locations outside the city limits of the City of Saint Paul. Such locations shall be a specified number and shall be listed with the Bureau of Sanitation.

The party of the first part agrees to pay the party of the second part the aforesaid sum of Three Hundred Dollars (\$300.00) representative of payment due for the periods april 1963, through December 31, 1963, One Hundred Fifty Dollars (\$150.00) of which is to be paid on the date of this agreement and the balance of One Hundred Fifty Dollars (\$150.00) is to be paid on or before the first day of July, 1963.

It is agreed by and between the parties hereto that the term of this agreement shall be for the period April 1, 1963, through December 31, 1963.

It is further agreed by the party of the first part that said party of the first part shall comply with ordinances of the City of Saint Paul pertaining to deposit of refuse at the Sanitary Land-Fill Area of the party of the second part and shall also comply with all rules and regulations of the Bureau of Sanitation regarding the use and operation of the sanitary land fill, and further, it is expressly agreed by and between the parties hereto that said party of the first part shall keep in full force and effect all

requisite licenses and permits required by the party of the second part as relates to ash, rubbish and junk haulers and dealers in so far as applicable to said land-fill area at Pigs Eye, Lake and further to keep in force and effect at all times contemplated in this Agreement such insurances as shall be required by the Bureau of Sanitation either directly hereunder or pursuant to conditions affecting the granting or issuing of other licenses or permits by the party of the second part to the second part to the party of the second part to the second part

It is further agreed that this contract may be terminated by either party upon thirty (30) days notice, in writing, by one party to the other, and party of the second part further agrees that if it should terminate this agreement as aforesaid, it will not reimburse party of the first part on a pro rata basis for the unexpired term of this agreement.

IN WITHESS WHEREOR, the parties hereto have caused these presents to be executed the day and year first above written.

Party of the First Part

CITY OF BAINT PAUL

y /fel Davel

Commissioner of Public Works

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Approved as to form and execution

Approved as to form:

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Assistant Corporation Counsel

Countersigned:

City Comptroller

July Williams

October 24, 1963

Mr. William Reid 3635 Pilot Knob Rd. St. Paul 11, Minn.

Dear Sire

At the time that you renewed your agreement with the City of St. Paul for hauling waste materials from outside the city limits of St. Paul into the St. Paul landfills, you were notified that as of December 31, 1963, all such agreements would terminate, and there would be no renewals. I felt that in fairness to you I would give you a full year in which to find a means of disposing of such materials or to change your routes to eliminate the collection from areas outside of the city limits of St. Paul.

The reason for this letter is to refresh your memory on ... this fact. As I explained to you earlier, the landfills in the City of St. Paul are filling at such a rapid rate that it has become absolutely necessary to eliminate all materials except the waste materials from the residents of the City of St. Paul only. As there are only two short months remaining in the year of 1963, I felt that this was a proper time to again bring to your attention the fact that these agreements definitely will not be renewed, and that we are prepared to screen all material coming into our landfills very carefully after the first of the year to be certain that nothing comes in from outside of the city limits of St. Paul.

I hope that you have made some arrangements for disposing of your waste material from outside the city limits so that our action will not create a great hardship upon you or your business.

Yours very truly,

Clyde A. Tester Supt. of Sanitation February 8, 1963

Mr. Donald Krupenny 705 Dayton Avenue St. Paul 4, Minn.

Dear Don:

As you may have heard, we are discontinuing all contracts and agreements with rubbish haulers which permit them to dispose of material collected outside of the city limits on our Pig's Eye Landfill. Your agreement terminates on March 31, 1963. However, if you would stop at the office and see me at your convenience, we could possibly arrange for an agreement that would carry you through the end of 1963.

Yours very truly,

Clyde A. Tester Supt. of Sanitation

CAT:jc

March 13, 1963

Mr. Donald Krupenny 705 Dayton Ave. St. Paul 4, Minn.

Dear Don:

In a letter to you on February 8, 1963, I stated that our contracts and agreements with rubbish haulers permitting them to dispose of materials collected outside of the city limits on our Pig's Eye Landfill would be terminated this year.

I suggested that you stop at the office and make possible arrangements for an agreement that would carry you through the present year.

As you know, your present contract terminates on March 31, 1963, and it will be impossible to allow you to haul material from outside the city into our landfill after that date. I would suggest that if you plan to continue this practice, you stop at the office and see me as soon as possible.

Yours very truly,

Clyde A. Tester Supt. of Sanitation

CAT: k

Co NOT o The Best of Our knowledge, Krupenny & Sons Disposed Gervice Vient haul any has ardure waste to Digo Eye Dump/ Sid Hetcheries Dump-from years 1956 through 1972, 1) Krupenny & Some picked up garbage from businesses and Residential Customere) Customer usel dunpstur, garbage conce boper-baskets-brigo, to store Harbuge. (8) nc, Krupenny, & Ine never picked up opened or scaled 55 gallon drums with undertified contents , to the best of ou Knowledge. (19) Krupenny, v Some Desposal Service Inc. can not make aliet of du Customes - Leteren years 1956-through 1972. back all the these years (6) Persons, filling out Oustinate -President Donald M. Krupenny 1330 Galvin Week prime 451-9898 Treasurer L'arlane d'Asupenny 1330 Delier Trista phone 451-9698 (i) To The Best of Open Knowledge Arupenny gason a persons, or documents orfiles, that could give more information, We are a smill business, and did not employ workers, at that time yeard 1956 -14

ME THEIS DATED BY STERE



Minnesota Pollution Control Agency

520 Lafayette Road, Saint Paul, Minnesota 55155 Telephone (612) 296-6300



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

January 9, 1991

Krupenny & Sons Disposal Service Inc. 1330 Galvin West St. Paul, Minnesota 55118

Dear Sir/Madam:

RE: Requirement To Provide Information Pig's Eye Dump/Fish Hatcheries Dump

Cround Water & Solid Waste Division Site Response Section
File Name
Sub File Name
Initial

The Minnesota Pollution Control Agency (MPCA) staff has identified a release or threatened release of hazardous substances or pollutants or contaminants at the Pig's Eye Dump/Fish Hatcheries Dump, located in Ramsey County, Minnesota. The MPCA staff is in the process of identifying persons who may be responsible for this release or threatened release.

The MPCA staff has reason to believe that Krupenny & Sons Disposal Service Inc. may have information which is relevant to the release or threatened release from the Pig's Eye Dump/Fish Hatcheries Dump. To facilitate the agency's investigation, the MPCA staff is sending you the enclosed Requirement To Provide Information. As the recipient of this Requirement To Provide Information, you have the legal duty under state law to provide information requested by the MPCA which is relevant to the release or threatened release of hazardous substances or pollutants or contaminants. Information obtained in response to the Requirement To Provide Information will be used by MPCA staff in carrying out their responsibilities, including the identification of responsible persons for the release or threatened release. This is a first Questionnaire; in the future it may be necessary to supplement the information available to MPCA with additional Questionnaires.

Since obtaining this information is an important initial step in the process, your response to the enclosed Questionnaire needs to be submitted within thirty (30) days from the date of the Requirement To Provide Information. The information in your response is vital and will allow us to protect the public health and the environment. Therefore, failure to provide timely, complete and accurate answers to the Questionnaire may result in legal actions by the state of Minnesota to compel disclosure.

Attachment 1 contains instructions for completing the Questionnaire. A list of definitions of words used in the Questionnaire may be found in Attachment 2. Please review both attachments prior to answering the Questionnaire.

Questionnaire for Pig's Eye Dump/Fish Hatcheries Dump and Request for Production of Documents

- 1. Identify the full legal name, address and phone number of the business.
- 2. How many years has the business been in operation?
- 3. Identify the names and current addresses and telephone numbers of all current and past owner(s) of the business.
- 4. Identify all permits issued by federal, state, county, city or other governmental authorities which the business holds and the effective dates for such permits.
- 5. Did you haul garbage from businesses or industries to Pig's Eye Dump/Fish Hatcheries Dump from 1956 to 1972?
- 6. Did you haul hazardous waste to Pig's Eye Dump/Fish Hatcheries Dump?
 Include a list of (a) the name and address of all companies and/or
 individuals the business transported hazardous waste for (b) the type of
 hazardous waste if known; (c) how the waste was transported; (d) quantity
 disposed per load; (e) the time period of transportation and disposal of the
 hazardous waste.
- 7. How was the garbage and/or hazardous waste picked up from businesses and industries stored (for example, in drums, barrels, dumpsters) for pick up?
- 8. Did the business ever pick up open or sealed, 55 gallon drums with unidentified contents? If so, please identify the companies and/or individuals names and addresses the drums were picked up from.
- 9. Identify a list of all business and industrial customers whose garbage and/or hazardous waste you hauled to Pig's Eye Dump/Fish Hatcheries Dump?
- 10. Identify all persons whom the business consulted in the preparation of the response to the Questionnaire, including their current addresses and telephone numbers and relationship to the business.
- 11. Identify any other persons who may be able to provide a more detailed or complete response to the Questionnaire or who may be able to provide additional relevant documents.
- 12. Identify the insurance carrier held by you or the business during the time period you or the business hauled garbage and/or hazardous waste to Pig's Eye Dump/Fish Hatcheries Dump. Provide the name and address of each insurer and of the insured, amount of coverage under each policy, commencement and expiration data, existence of a "pollution exclusion" clause, and coverage of sudden or nonsudden types of accidents. (In lieu of providing this information, you may submit complete copies of all relevant insurance policies.)

Attachment 1 Instructions for Questionnaire

- 1. Enclose with your response to the Questionnaire a notarized affidavit from you or an authorized official representing your business attesting to the fact (a) that a diligent search for records relevant to this Questionnaire has been completed and (b) that a diligent interview process has been conducted with present and former employees who may have knowledge of waste generation or other waste management practices at Pig's Eye Dump/Fish Hatcheries Dump from 1956 to 1972. Any information that you provide in response to the Questionnaire that is based on your personal knowledge, or the personal knowledge of your employees, agents, or other representatives must be submitted in the form of a notarized affidavit.
- 2. Review the list of definitions in Attachment 2.
- 3. Make a separate written response to each question. Do <u>not</u> leave any blank questions.
- 4. Number each of your answers according to the corresponding numbered question. For each document produced in response to the Requirement to Provide Information, identify the number of the question to which it responds on the document or in some other reasonable manner.
- 5. In answering each question, identify all sources of information consulted in preparing the response.
- 6. You are required to respond to each question on the basis of any and all information and documents in your possession, custody, or control or the possession, custody, or control of your current or former employees, agents, or contractors, or other person who conducted business on your behalf. Furnish information that is available to you regardless of whether it is based on personal knowledge, and regardless of source.
- 7. Information necessary to adequately respond to a question may not be known or available on the date your response is submitted. If this is the case, you have a continuing duty to provide the information when it becomes known or available.
- 8. Respond in writing to each question even if information on which your answer is based has not been recorded in any particular document.
- 9. If any requested documents have been transferred voluntarily or involuntarily to others or have been otherwise disposed of, identify (a) each document; (b) the person to whom it was transferred; and (c) the date of the transfer or disposal.
- 10. You have a duty to provide the requested information even if the information may be considered confidential or a trade secret. If you provide any information that relates to sales figures, processes or methods of production unique to your business, or information that would tend to affect adversely the competitive position of your business if generally known, you may certify this claim at the time you submit your response and the

Attachment 2 Definitions for Questionnaire

For the purpose of your answers to the Questionnaire, the following definitions shall apply:

- 1. KRUPENNY & SONS DISPOSAL SERVICE INC. "Krupenny & Sons Disposal Service Inc." includes any agent, subcontractor, or any other person who conducted or did business on behalf of "Krupenny & Sons Disposal Service Inc."
- 2. PIG'S EYE DUMP/FISH HATCHERIES DUMP. "Pig's Eye Dump/Fish Hatcheries Dump" means the property located 1/2 mile southeast of the intersection of Warner Road and Childs Road (an old report lists the address as 1150 Pig's Eye Lake Road), [Ramsey County, Section 10, T28N, R22W] and the property located at the intersection of Warner Road and Childs Road (an old report simply gives the address as Warner Road) [Ramsey County, Section 3, T28N, R22W], St. Paul, Minnesota.
- 3. YOU; BUSINESS. The terms "you" and "business," means the addressee of the Requirement to Provide Information.
- 4. DOCUMENT. "Document" means information preserved in any manner which is in the possession of or may be reasonably obtained by the addressee, including information in the possession of the addressee's directors, officers, shareholders, partners, managers, employees, subcontractors, trustees, successors, assigns, and agents, regardless of the location of the document or its classification as privileged or confidential. The term "document" includes but is not limited to the following: correspondence, contracts, agreements, memoranda, telegrams, reports, assignments, personnel records, record books, manifests, logs, scrap-books, diaries, minutes, plans, drawings, photographs, tapes, computer discs, invoices, checks, surveys and analyses.

- (b) Any watercraft of any description, or other artificial contrivance used or capable of being used as a means of transportation on water; or
- (c) Any site or area where a hazardous substance, or a pollutant or contaminant, has been deposited, stored, disposed of, or placed, or otherwise come to be located.

"Facility" does not include any consumer product in consumer use.

- 10. HAZARDOUS SUBSTANCE. "Hazardous substance," as defined in Minnesota Statutes, Section 115B.02, subd. 8 (1990), means:
- (a) Any commercial chemical designated pursuant to the Federal Water Pollution Control Act, under United States Code, title 33, section 1321 (b) (2) (A);
- (b) Any hazardous air pollutant listed pursuant to the Clean Air Act, under United States Code, title 42, section 7412, and
 - (c) Any hazardous waste.

"Hazardous substance" does not include natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel, or mixtures of such synthetic gas and natural gas, nor does it include petroleum, including crude oil or any fraction thereof which is not otherwise a hazardous waste.

- 11. HAZARDOUS WASTE. "hazardous waste," as defined in Minnesota Statues, Section 115B.02, subdivision 9 (1990) means:
- (a) Any hazardous waste as defined in section 116.06, subd. 13, and any substance identified as a hazardous waste pursuant to rules adopted by the agency under section 116.07; and

dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste, water effluents or discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Control Act, as amended, dissolved materials in irrigation return flows; or source, special nuclear, or by-product material as defined by The Atomic Energy Act of 1954, as amended.

14. RELEASE. "Release," as defined in Minnesota Statutes, Section 115B.02, subdivision 15 (1990) means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment which occurred at a point in time or which continues to occur.

"Release" does not include:

- (a) Emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, watercraft, or pipeline pumping station engine;
- (b) Release of source, by-product, or special nuclear material from a nuclear incident, as those terms are defined in The Atomic Energy Act of 1954, under United States Code, title 42, section 2014, if the release is subject to requirements with respect to financial protection established by the federal nuclear regulatory commission under United States Code, title 42, section 2210.
- (c) Release of source, by-product or special nuclear material from any processing site designated pursuant to the Uranium Mill Tailings Radiation Control Act of 1978, under United States Code, title 42, section 7912(a) or 7942(a); or
- (d) Any release resulting from the application of fertilizer or agricultural or silvicultural chemicals, or disposal of emptied pesticide containers or residues from a pesticide as defined in section 18A.21, subd. 25.

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Pour Richards - 4100 whit fact street
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Jack Toth 105P - Jack's Rubbish Service 145 History
Joseph Plant - SP
Willam Reid -SP
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